

**RESOLUTION NO. 33-09-16**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES AGREEMENT WITH ITAMAR B. MACEDO; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (hereinafter "Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

**WHEREAS**, the Town solicited proposals for the provision of tennis center management and maintenance services at the Lake Park Tennis Center; and

**WHEREAS**, the Town complied with the requirements of its Code and Florida Statutes pertaining to the competitive bidding of products and commodities; and

**WHEREAS**, the Town staff recommends the award of the Agreement for Tennis Center Management and Maintenance Services at the Lake Park Tennis Center to Itamar B. Macedo.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:**

**Section 1.** The whereas clauses are true and correct and are incorporated herein.

**Section 2.** The Town Commission hereby authorizes and directs the Mayor to execute the Agreement for Tennis Center Management and Maintenance Services between the Town of Lake Park, Florida and Itamar B. Macedo, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

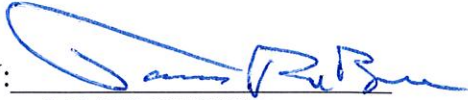
**Section 3.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner Flaherty who moved its adoption. The motion was seconded by Commissioner Lynch and upon being put to a roll call vote, the vote was as follows:

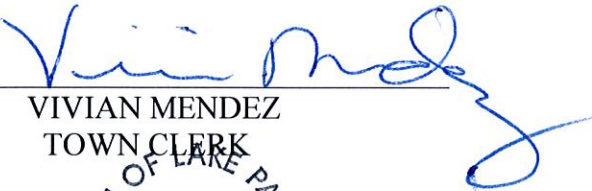

	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	<u>  </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>Absent</u>	<u>  </u>
COMMISSIONER ERIN FLAHERTY	<u>/</u>	<u>  </u>
COMMISSIONER ANNE LYNCH	<u>/</u>	<u>  </u>
COMMISSIONER MICHAEL O'ROURKE	<u>/</u>	<u>  </u>

The Town Commission thereupon declared the foregoing Resolution NO. 33-09-16 duly passed and adopted this 7 day of September, 2016.

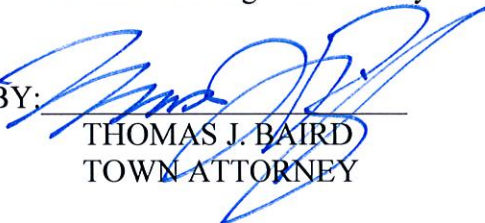
TOWN OF LAKE PARK, FLORIDA

BY:   
JAMES DUBOIS  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK  
  
TOWN OF LAKE PARK  
(TOWN SEAL)  
FLORIDA

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY

**AGREEMENT FOR TENNIS CENTER MANAGEMENT  
AND MAINTENANCE SERVICES  
BETWEEN THE TOWN OF LAKE PARK, FL  
AND  
ITAMAR B. MACEDO**

**THIS AGREEMENT FOR TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES** ("Agreement") is made this 7 day of September, 2016, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town") and Itamar B. Macedo ("Tennis Professional"), 1087 Raintree Drive, Palm Beach Gardens, Florida 33410.

**WITNESSETH THAT:**

**WHEREAS**, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

**WHEREAS**, the Town has previously determined that there is a need for the provision of tennis center management and maintenance services at the Lake Park Tennis Center ("LPTC") located at Lake Shore Park (LSP); and

**WHEREAS**, the Town solicited via a Request for Proposals (No. 103-2016) proposals from tennis professionals to manage and maintain the LPTC; and

**WHEREAS**, the Town received a proposal from the Tennis Professional on July 21, 2016 for the management and maintenance of the LPTC; and

**WHEREAS**, in his proposal, the Tennis Professional represented that he is qualified, able and willing to satisfactorily provide the services solicited in the Town's Request for Proposals; and

**WHEREAS**, the Town has found the Tennis Professional's proposal to be responsive and that he is qualified and able to provide the services solicited; and

**WHEREAS**, the Town and the Tennis Professional propose to enter into an Agreement, and the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Agreement;

**NOW, THEREFORE**, the Town and the Tennis Professional in consideration of the benefits flowing from each to the other do hereby agree as follows:

**1. RESPONSIBILITIES OF TENNIS PROFESSIONAL:**

- 1.1 The Tennis Professional must be a United States Professional Tennis Association (USPTA) member, must be certified as a USPTA Professional, and maintain this membership and certification during the term.
- 1.2 The Tennis Professional shall provide staffing, including other professionals if necessary to support the programming offered.
- 1.3 Direct and manage the operation of the LPTC, including but not limited to establishing a schedule for the use of the tennis courts.
- 1.4 Fiscally manage the LPTC in coordination with the Town Finance Department.
- 1.5 Establish the rates for individual and group tennis lessons, and league play.
- 1.6 Schedule and supervise the use of the LSP tennis courts and LSP operations and any tennis contractual staff employees and provide private tennis lessons and schedule league play at the LPTC.
- 1.7 Provide the Town's Special Events Director with the monthly schedule one week in advance of the next calendar month. In the event there are changes to the published schedule, the Tennis Professional shall provide the Special Events Director with as much written advance notice as possible.
- 1.8 Provide quality tennis instruction for individuals or groups and promote general league play.
- 1.9 Coordinate and promote two annual fundraising tournaments with the Special Events Director, the net proceeds of which shall be deposited into the Recreation Department budget. It is anticipated that the revenues collected shall be used for the purchase of materials and equipment to maintain the tennis courts at the LPTC and LSP.
- 1.10 Schedule free tennis lessons per week up to five one hour lessons per week, for a minimum of one hour, for Lake Park children (with proof of residency) between the ages of 6 and 16. During the school year, the lessons shall be conducted after school. During the summer, the timing of the scheduling of the weekly free tennis lesson shall be at the discretion of the Tennis Professional.
- 1.11 Coordinate and schedule two half day tennis events for the Lake Park summer camp program.

- 1.12 Maintain an office schedule comprising a minimum of 10 hours per week for administrative functions and duties.
- 1.13 Court Schedule: At all times, the Tennis Professional shall insure that a minimum of two courts are available for use by the general public. This schedule may be revised from time to time by the Town.
- 1.14 Provide all equipment, which includes balls, ball machines, racquets and any other necessary equipment, required to conduct lessons, and league play.
- 1.15 Secure and maintain all licenses necessary to do business in Palm Beach County, Florida, the Town, and the State of Florida, as well as membership in and certification by the USPTA. All licenses and permits are to be obtained at the Tennis Professional's expense.
- 1.16 PAYMENT OF ANY AND ALL FEDERAL, STATE, OR LOCAL SELF-EMPLOYMENT, WORKERS' COMPENSATION OR INCOME TAXES, OR OTHER ASSESSMENTS LEVIED BY GOVERNMENTAL AUTHORITIES ON ANY MONIES EARNED AS A RESULT OF THIS AGREEMENT SHALL BE THE RESPONSIBILITY OF THE TENNIS PROFESSIONAL. THE TENNIS PROFESSIONAL SHALL BE SOLEY RESPONSIBLE FOR REIMBURSEING ANY TAXES OR ASSESSMENTS, INCLUDING INTEREST AND PENALTIES, BY ANY TAXING AUTHORITY ARISING OUT OF CONTRACTOR'S FAILURE TO FULFILL THE FOREGOING RESPONSIBILITIES.
- 1.17 Maintenance Services:
- Maintenance: All maintenance (internal/external/minor) of the LPTC is the responsibility of the Tennis Professional. All tools, materials, and equipment for the Tennis Center maintenance will be the sole responsibility of the Tennis Professional. Maintenance duties include:
  - Leaves and vegetative or other debris and trash shall be removed from each of the six tennis courts at the LPTC (preferably with the use of a leaf blower) on a daily basis.
  - Picking up, by the end of each day, all the trash and tennis balls lying around.
  - Zip-tying and/or replacing the windscreen or nets that have become loose or have ripped.

- Unlocking and locking all gates in the morning and at night.
- Inspecting the Tennis Center for maintenance or repairs once per week and making the Special Events Director aware of any maintenance issues which fall under Section 4.2 below.

## **2. LPTC HOURS OF OPERATION:**

### LPTC Hours of Operation:

- Open every day throughout the year, weather permitting, at hours which are consistent with tennis industry practices and the community's needs, except for Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Day.
- The LPTC is, at a minimum, shall be accessible to the public from 8:00 a.m. to 10:00 p.m.

## **3. TERM:**

The initial term of this Agreement shall be for one year from the date of the execution of the Agreement by the parties. The Town shall have the option to extend the Agreement for two additional one year terms. If the Town elects to extend the term, it shall provide the Tennis Professional 90 day's prior written notice of its intention to do so.

## **4. RESPONSIBILITIES OF THE TOWN:**

### **4.1 The Town shall:**

- Enforce Town rules and regulations.
- Promote and coordinate a Town sponsored tennis program
- Promote the facilities and recreational opportunities of the LPTC, including tennis teaching services through the distribution of an annual brochure, flyers, news releases and such other media sources as the Town determines to be appropriate.

### **4.2 Town's Maintenance Responsibilities:**

- Provide and pay for: Water and sewer services, trash collection, telephone, internet, and cable television services.
- Make such major repairs and capital improvements limited to:

- Fencing repairs
- Light fixture repair
- Repair and maintain the irrigation system for the tennis courts
- Pressure wash concrete and canopies twice per year
- Maintaining clean and presentable restrooms.

## **5. INDEMNIFICATION AND INSURANCE REQUIREMENTS:**

5.1 The Tennis Professional shall indemnify, defend and hold harmless the Town and its elected and appointed officials, employees and agents (collectively referred to as “Indemnities”) from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney’s fees), liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the successful Tennis Professional to comply with any of the requirements specified within the contract, or the failure of the Tennis Professional to conform to statutes, ordinances, or other regulations or requirements of any successful Tennis Professional expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of successful Tennis Professional, or any of its contractual staff, if applicable and as provided above, for which the successful Tennis Professional’s liability to such employee or former employee would otherwise be limited to payments under State Workers’ Compensation or similar laws.

### **5.2. Insurance:**

Prior to execution of the Agreement by the Town, the Tennis Professional must obtain all insurance required under this paragraph and submit same to the Town for approval. The required insurance must include the following coverage and minimum limits of liability:

a. **WORKERS’ COMPENSATION INSURANCE** for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. **EMPLOYERS LIABILITY** limits are required to be not less than \$1,000,000.00 EACH ACCIDENT; \$1,000,000.00

DISEASE-POLICY LIMIT; AND \$1,000,000.00 DISEASE-EACH EMPLOYEE.

b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1 million, Per Occurrence, Premises and Operations, Independent contractors, Products and Completed Operations, Personal and Advertising Injury, and including evidence of coverage limits for Abuse and Molestation of no less than \$1 million. \$2 million aggregate.

#### **6. MANAGEMENT COMPENSATION:**

The Town shall have no responsibility to pay the Tennis Professional any compensation. Rather, compensation paid to the Tennis Professional for the operation of the LPTC shall be limited to that compensation he receives from private lessons, and league play.

The Tennis Professional is an independent contractor, and as such he is not entitled to any compensation or benefits provided by the Town to its employees.

#### **7. LICENSE FEE:**

The Tennis Professional shall pay the Town an annual license fee of \$9,600.00. The license fee shall be paid to the Town in equal monthly installments of \$800.00, and shall be paid to the Town on or before the first day of each calendar month. In the event the Town elects to extend the Agreement, the license fee shall increase by 3% each year of any renewal.

Payment of any and all pertinent federal, state, or local self-employment, Workers' Compensation or income taxes, or other assessments levied by governmental authorities on any monies earned as a result of the tennis management services contractual relationship with the Town SHALL BE THE RESPONSIBILITY OF THE TENNIS PROFESSIONAL. The Town shall be reimbursed for any claim or assessment, including interest and penalties, by any taxing authority arising out of the Tennis Professional's failure to fulfill the foregoing responsibilities.

#### **8. TERMINATION**

Either party may terminate the Agreement for convenience prior to the end of the Term by providing the other with 60 days advance written notice of its intention to do so.

#### **9. NOTICES**

All notices between the parties shall be in writing and be mailed by certified mail, return receipt requested, or by hand delivered to the parties at the following addresses:



TO THE TOWN:

Town of Lake Park  
Attention: Town Manager  
535 Park Avenue  
Lake Park, Florida 33403

TO TENNIS PROFESSIONAL:

Itamar B. Macedo  
1087 Raintree Drive  
Palm Beach Gardens, Florida 33410

**10. GOVERNING LAW/VENUE**

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15<sup>th</sup> Judicial District in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida, West Palm Beach, Florida.

**11. ATTORNEY FEES**

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

**12. ASSIGNMENT**

The Tennis Professional shall not assign this Agreement without the express written consent of the Town.

**13. SEVERABILITY**

In the event that any sentence, section, paragraph or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**14. WAIVER**

Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

**15. ENTIRE AGREEMENT.**

This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the Town and the Tennis Professional.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year last executed below

**ATTEST:**

By: 

Vivian Mendez, Town Clerk



**TOWN OF LAKE PARK**

By: 

James DuBois, Mayor

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: 

Thomas J. Baird, Town Attorney

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument has been acknowledged before me this 7 day of September 2016 by James DuBois, as Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)



Shaquitta Edwards  
Commission # GG003813  
Expires: JUNE 20, 2020  
Bonded thru Aaron Notary

  
Notary Public, State of Florida

**WITNESSES:**

By: 

Printed Name

John D'Agostino

Ricnate Franks

Printed Name

By: 

Itamar B. Macedo

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument has been acknowledged before me this 9<sup>th</sup> day of September 2016 by Itamar B. Macedo who is personally known to me or has produced n/a as identification.

(NOTARY SEAL)



Janet D. Perry  
Notary Public, State of Florida

Copy

## **NOTICE OF INTENT TO AWARD**

Notice is hereby given by the Town of Lake Park of the intent to award a License Agreement for the provision of Tennis Center Management and Maintenance Services pursuant to RFP No. 103-2016 to the following Offeror:

**Itamar B. Macedo**

The award shall be effective upon approval by the Town Commission at its regular September 7, 2016 meeting, which will be held in the Commission Chamber, Lake Park Hall, 535 Park Avenue, Lake Park, Florida 33403, commencing at 6:30 p.m.

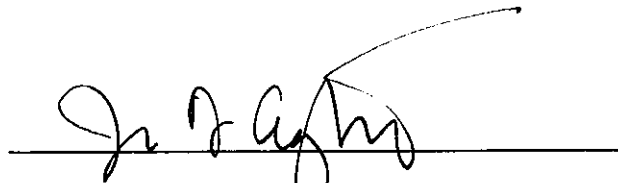
This Notice of Intent to Award, along with the attached bid evaluation sheet, shall be posted by the Town Clerk on the Town of Lake Park's official website five (5) business days prior to the September 7, 2016 Commission meeting.

All bidders have the right to protest this intent to award pursuant to Section 2-252 of the Town's purchasing Ordinance.

**Issued by: Town of Lake Park**

**Office of the Town Manager**

**August 5, 2016**

A handwritten signature in black ink, appearing to read "John O. D'Agostino", is written over a horizontal line.

John O. D'Agostino  
Town Manager

Attachment

Exhibit "B"

Chair / Blake Rane

TOWN OF LAKE PARK  
EVALUATION CRITERIA FOR  
TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES  
REQUEST FOR PROPOSALS (RFP) No. 103-2016

Sole Offeror:  
Itamar Macedo  
1087 Raintree Drive  
Palm Beach Gardens, FL 33410

Item No.

- 1 USPTA member and USPTA certified
- 2 Business Tax Receipt Submitted, or
- 3 Business Tax Receipt to be supplied during the evaluation period
- 4 Cover page submitted which included the Tennis Professional's name, contact person for the RFP, primary office location, local business address (if applicable), business phone and fax numbers, title of RFP AND RFP Number
- 5 Table of contents provided outlining in sequential order the major sections of the proposal
- 6 Executive summary provided of not more than two pages outlining Tennis Professional's overall qualifications and experience, and ability and capability to perform the required services
- 7 Tennis Professional's Qualifications and Experience:
  - a) Description provided of the Tennis Professional's organizational history, including years the Tennis Professional and has been in business providing a similar service(s), and indicate whether the Town has previously awarded any contracts to the Tennis Professional.
  - b) List provided of not less than three (3) references within the past five (5) years for whom similar services were performed. Include the overall value of the contract, the term of the contract, and include the address, phone number(s) and contact persons within each organization.
  - c) Copies of resumes provided
  - d) Evidence provided that the Tennis Professional must be a current United States Professional Tennis Association (USPTA) member and must be certified as a USPTA Professional.
  - e) Current licenses provided necessary to do business in Palm Beach County, Florida; Town of Lake Park; and the State of Florida.
- 8 Ability and Capability to Perform Required Services:
  - a) Tentative schedule provided for types of programs offered.
  - b) Establish and post at the tennis center the rates for individual and group tennis lessons, and league play.
  - c) Description provided of how Tennis Professional will engage the community to participate in these programs.
  - d) Types of equipment listed that the Tennis Professional will provide to perform required services.
  - e) Fundraising tournament ideas briefly described.

Yes	No
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EVALUATION CRITERIA:

7. Tennis Professional's Qualifications and Experience (Maximum 20%)  
License Fee Proposal Amount (Maximum 35%)
8. Proposer's Ability and Capability to Perform Required Services (Maximum 45%)

TOTAL (Maximum 100 percent)

Ave. —

Percentage
19.67%
26.67%
45.00%
91.34%

Copy

**Itamar B. Macedo**  
1087 Raintree Drive  
Palm Beach Gardens, FL 33410  
(561) 310-1623

**Town of Lake Park**  
**RFP No. 103-2016**  
Request for Tennis Professional to direct and oversee the operations and  
maintenance of the Lake Park Tennis Center

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**Itamar B. Macedo**  
1087 Raintree Drive  
Palm Beach Gardens, FL 33410  
(561) 310-1623

I am seeking the position of Tennis Professional with the Town of Lake Park. I have the qualifications and experience to direct and oversee the operations and maintenance of the Lake Park Tennis Center located at 701 Lake Shore Drive, Lake Park, FL 33403.

I am able to provide the services requested on RFP 103-2016:

Supervise all activities, professionals, and employees.

Coordinate fiscal management of the Lake Park Tennis Center with Town of Lake Park Finance Department.

Schedule tennis courts for individual and league play.

Provide individual and group lessons.

My skills, accomplishments and experience all relate exactly to the position offered. Please review my resume, letter of qualifications for specifics. Please also consider previously submitted letters of recommendation from residents of Lake Park, Ms. Mary Donovan and Mr. Rich Harr.

Thank you for your time and consideration.

Sincerely,

Itamar B. Macedo



**Itamar B. Macedo**  
1087 Raintree Drive  
Palm Beach Gardens, FL 33410  
(561) 310-1623

### **LETTER OF QUALIFICATIONS**

I am a strong and qualified candidate for the position of Tennis Professional with the Town of Lake Park. These are my accomplishments:

Created an environment of structure while maintaining harmonious relationships with others. I have taught tennis for thirty-nine years in Palm Beach County. For thirty-five of those years, I have managed tennis facilities as a Tennis Director.

Offered excellence of teaching, allowing beginners to begin playing quickly with excellent technique. I am currently teaching students of all ages and levels ranging from beginners to nationally-ranked players.

Rewarded with a large number of top-placing teams and a loyal following of students. Having coached women's team tennis for over thirty years, I feel that I am well-qualified to bring team tennis back to Lake Park.

Designed and implemented programs to suit the needs of the community, including: children's and adult's beginner group classes, group clinics (men's, women's, and mixed), round robin competitions, teams for league play. I managed the Lake Park Tennis Center for seventeen years (1997-2014).

Established opportunities for other professionals to extend and complement existing programs. (Summer camp, junior programs)

Enhanced the tennis community with an inclusive and supportive atmosphere, where long-term friendships are created. I feel confident in my ability to restore the free children's program and to organize social activities for all levels of players.

I am a certified USPTA (United States Professional Tennis Association) professional member.

## **REFERENCES**

Bob Perrin [owner of Jupiter Ocean Racquet Club] (561) 747-1500

Lilac Silvers (860) 604-1408

Patricia Jones (561) 371-1656

John D'Agostino

16 March, 2016

Town Manager, Lake Park, FL

Lake Park, FL

Dear Mr. D'Agostino,

I am writing to you on behalf of Itamar Macedo. I have known Itamar for the past decade and have gotten to know him personally and professionally. I understand that the Town of Lake Park is considering filling the contract position that is currently in flux due to unfortunate circumstances. I believe that Itamar would be a perfect fit for the Town and facility if the town decides to move forward with a new person.

The current facility was largely restructured and improved due to Itamar's dedication and commitment to both the town and to the game of tennis. As the current tennis coach at Suncoast High School, and as a long-time resident of Lake Park, I have been able to work with Mr. Macedo in coaching youth at various levels. He has always been eager to assist in any way he could to help with individual players and their development. Several of our players have been products of our local area and have benefitted from Itamar's guidance and support. He has often helped without compensation because he understands that not all residences can afford weeks at nationally known tennis camps. His work with underprivileged youth in the community has been well documented and appreciated. Hopefully, his influence can spur the continued growth of the sport in our area.

Another quality that Itamar possesses is his ability to connect with people of all backgrounds and circumstances. The facility continues to be almost one of family, with persons of all types gathering each weekend (and at other times) to play and enjoy the setting and the competition. All of us at Lake Park would like to see that atmosphere continue and to be a source of pride for the town.

I recommend Itamar Macedo to you, confident he would once again be a great asset to the facility and to Lake Park. Thank you for considering his qualifications.

*Richard Harr*

Richard Harr

Lake Park, FL and Suncoast Athletics

## Alissa Haymin

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**From:** itamar.10spro@gmail.com  
**Sent:** Friday, July 15, 2016 6:29 PM  
**To:** Alissa Haymin  
**Subject:** Fwd: Donovan letter

Sent from my iPhone

Begin forwarded message:

**From:** Marlene Horner <[marlene.m.horner@gmail.com](mailto:marlene.m.horner@gmail.com)>  
**Date:** February 29, 2016 at 9:24:50 PM EST  
**To:** [itamar.10spro@gmail.com](mailto:itamar.10spro@gmail.com)  
**Subject:** Donovan letter

Dear Mr. D'Agostino,

My name is Mary Donovan. My husband John and I have been Lake Park residents for 19 years and have a 6 year old daughter.

I played tennis as a child and started again about 10 years ago at the Lake Park tennis center. Itamar Macedo was the tennis director at the time. He had many programs in place for all levels and ages of players which made it very easy for me to get back into the sport. My husband and I have met many new friends through these programs.

I was impressed with his free kids' program in which I was a volunteer for years. To this day I still run into some of these kids. They always ask me about coach Itamar and if they can come back to play tennis. He was not only their coach, but a mentor.

He also taught many adults for free. One man in particular is David Gant, who is paralyzed and confined to a wheelchair. Itamar coached him all the way to national championships in the sport of wheelchair tennis.

We were excited to hear that Mr. Macedo is interested in returning to Lake Park tennis. His positive attitude, and willingness to give back to the community are his best traits. We hope that he returns.

Sent from my iPhone

**Itamar B. Macedo**  
1087 Raintree Drive  
Palm Beach Gardens, FL 33410  
(561) 310-1623

### **QUALIFICATIONS SUMMARY**

**Experienced director of Tennis/Teaching Professional with proven experience in achieving consistent membership and revenue growth; qualifications include:**

- Tennis instruction (all levels – individual, groups and juniors, responsive to individual performance levels and learning requirements)
- Planning, organization and startup of successful new tennis programs and the development of strong competitive teams.
- Development/implementation of policy, procedures and rules of play to safeguard traditional game of tennis
- Staff development, leadership and on-going motivation
- Maintaining top quality court conditions
- Profitable pro shop operations and responsive member and guest relations
- Development/expansion of strong referral networks and a loyal following
- Fluency in Spanish and Portuguese

### **PROFESSIONAL EXPERIENCE**

#### **Tennis Professional**

**JUPITER OCEAN AND RACQUET CLUB** Jupiter, FL

2014-Present

- Organized and coached two ladies teams
- Organized and directed men's round robin competition
- Taught private and group lessons to adults and juniors

#### **Tennis Director**

**LAKE PARK TENNIS CENTER** Lake Park, FL

1997-2014

- Recruited to revitalize tennis program and stimulate increased community participation
- Recommended and supervised construction of new clubhouse, pro shop and restroom facilities
- Directed court renovation
- Planned and directed all daily activities and provided tennis instruction to all levels
- Started four ladies teams which competed successfully in the Palm Beach County League (three ranked in the top 3 county-wide)
- Organized junior programs for children of all ages and levels
- Established a strong and very loyal membership base
- Taught free group lessons to Lake Park children once a week. Also, gave free private lessons, racquets and balls to many of the children

#### **Tennis Director**

**BLUFFS RIVER NORTH** Jupiter, FL

1996-1997

- Organized/directed tennis programs for 100+ residents and conducted individual and group lessons

**Tennis Director/Head Teaching Professional****RIVER EDGE BATH & TENNIS CLUB** Tequesta, FL

1991-1996

- Revived stagnant club by increasing membership by over 100% (majority of membership from Eastpointe joined me at River Edge when Eastpointe closed), expanded team play and implemented extensive junior program – ranging from beginners to tournament-level players.
- Organized/taught five ladies teams (four placed in the top three county-wide)

**Tennis Director and Head Teaching Professional****GOLF & RACQUET CLUB AT EASTPOINTE** Palm Beach Gardens, FL

1987-1991

- Increased membership 120% by creating new activities, including three ladies teams and men's 4.5 team that competed in national tournaments

**Tennis Director/Head Teaching Professional****COLONNADES TENNIS CLUB** Palm Beach Shores, FL

1983-1987

- Initiated club membership program within resort facility and increased membership to over 100 active players
- Directed tennis program, managed pro shop, conducted all instruction and coached ladies and junior teams

**Tennis Director****OLD PORT COVE** North Palm Beach, FL

1981-1983

- Revitalized club's tennis program by instituting new play incentive programs and tournament events, restored 75% of pre-existing membership

**Freelance Tennis Instructor**

1977-1981

- Taught private lessons and junior clinics

**EDUCATION**

- AA Aeronautical Engineering, Palm Beach Community College
- Additional credits earned University of Florida

1977

**PERSONAL**

- Member, United States Professional Tennis Association
- Willing to travel/relocate
- References available for review

**United States Professional Tennis Association, Inc.**

Elevating the standards of tennis-teaching professionals and coaches



July 11, 2016

To Whom It May Concern:

This letter will confirm that Mr. Itamar Macedo is a current member in good standing of the United States Professional Tennis Association (USPTA). Mr. Macedo became a member on Aug. 5, 1989, and currently holds a certification rating of Professional. His dues are paid in full until December 31, 2016.

The USPTA is the world's oldest and largest nonprofit trade association of tennis-teaching professionals. Its purpose is to test and certify those members who are qualified to teach tennis according to the standards established by our certification committee. Mr. Macedo has met all of these standards.

If we may be of further assistance, please do not hesitate to contact us.

With best regards,

UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.

Vicky Tristan  
Director of Certification & Membership

AT

### **TENTATIVE SCHEDULE**

Monday: 6:00-7:00 P.M. Adult Beginner's Clinic

Tuesday: 8:00-10:00 A.M. Women's Team Clinic;  
4:00-5:30 P.M. Kid's Clinic

Wednesday: 4:00-5:00 P.M. Free Kid's Clinic

Thursday: 9:30-1:00 P.M. Women's Team Matches

Friday: 4:00-5:30 P.M. Kid's Clinic

Saturday: 8:00-10:00 A.M. Doubles Clinic;  
10:00-12:00 P.M. Mixed Doubles Round Robin

Sunday 10:00-12:00 Mixed Doubles Round Robin

### **RATES**

Private Lesson \$60/hour

Group Lesson \$25/person

Team Tennis \$80/month



### **COMMUNITY ENGAGEMENT**

I will engage the community to participate in the programs by contacting all the individuals who previously participated in my Lake Park tennis programs. I will also start a website for Lake Park Tennis which I will use to promote our programs. Third, I will contact local schools and publications.

### **EQUIPMENT**

I will provide racquets, balls, ball baskets, ball machines, as well as team tennis scorecards.

### **FUNDRAISING**

The fundraising tournaments will be for adult men and women. The categories will be singles, doubles, and mixed doubles.

### **LICENSE FEE**

In exchange for the right to give private tennis lessons, and to conduct tennis programs at the Tennis Center, the Tennis Professional will provide the Town with an annual license fee of \$9,600 to be payable to the Town in equal monthly installments, such installments to be due and paid to the Town on the first day of each month. There will be a 3 % escalation clause for each of the two (2) one-year renewals.

United States Professional Tennis Association, Inc.  
Setting the standard for teaching professionals - That's Who We Are



July 18, 2016

Mr. Itamar B. Macedo  
1087 Raintree Dr  
Palm Beach Gardens, FL 33410-5212

Dear Itamar,

This letter will confirm that, as a certified member of the United States Professional Tennis Association, you have liability insurance as outlined below. This USPTA liability policy covers applicants, certified and certain honorary members in the United States, its territories or Canada, and nonmembers who are insured through a certified member's policy.

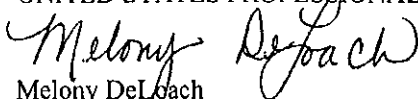
THE USPTA LIABILITY POLICY INCLUDES \$6 million liability insurance, *while on court*, for bodily injury to others, and for damage to property not in the tennis teacher's care, custody or control. It *does not cover* injury to the tennis teacher, or damage to his/her property. The accident must have taken place on court, and arisen from the tennis teacher's playing, practicing, teaching or officiating in tennis, pickleball, and platform tennis.

<b>Policy Number:</b>	PHPK1417813
<b>Effective Period:</b>	1/19/2016 - 12/31/2016
<b>For questions or to report an accident, contact:</b>	USPTA World Headquarters 3535 Briarpark Drive, Suite 202 Houston, TX 77042 Telephone 713-978-7782

If we may be of further assistance, please do not hesitate to contact us.

Sincerely,

UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.

  
Melony DeLoach  
Insurance Department

This coverage is null and void if the member is not a citizen of or does not legally reside and work in the United States, its territories or Canada.

**TOWN OF LAKE PARK  
LEGAL NOTICE**

**NOTICE IS HEREBY GIVEN** that the Town of Lake Park, Florida will be accepting sealed proposals for:

**TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES  
REQUEST FOR PROPOSALS (RFP) No. 103-2016**

The Town of Lake Park desires to engage the services of a Tennis Professional or Professionals to direct and oversee the operations and maintenance of the Lake Park Tennis Center (Tennis Center). The services to be provided would be operating the operation of the Lake Park Tennis Center and the supervision of all of its activities and professionals or employees, including: responsibility for the fiscal management of the Tennis Center to be coordinated with the Town's Finance Department; scheduling of tennis courts for individual and league play; providing individual, and group tennis lessons..

In order to be considered for an award of contract, **four (4) sealed proposals for TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES must be received no later than 10:00 A.M. Eastern Time on July 21, 2016**, at the Town of Lake Park Town Hall, located at 535 Park Avenue, Lake Park, FL 33403. Proposals received after this time will be returned unopened.

**Request for Proposal Documents**

The Request for Proposals (RFP) document is available upon payment of a ten (\$10.00) dollar, non-refundable fee for each RFP packet. To obtain a RFP packet, contact the Town Clerk's Office, 535 Park Avenue, Lake Park, Florida 33403-2603. The facsimile number is (561) 881-3314. If you have any questions regarding this proposal, please call the Town Clerk's Office at (561) 881-3311.

All proposals must be submitted in a sealed envelope with the Tennis Professional's name, RFP name, RFP number, and opening date, clearly stated on the outside of the envelope.

RFP's will be opened and read aloud in the Town of Lake Park Town Commission Chamber at 2:00 P.M. on July 21, 2016. It is anticipated that the award of contract to the Tennis Professional will be made at a Town Commission meeting during the month of August 2016. The deadline by which any additional information or clarification to the Request for Proposals may be requested is 1:00 P.M. Eastern Time on July 5, 2016. Such requests must be submitted in writing to the Town Clerk's Office, Town of Lake Park as specified in the section of this RFP entitled "General Conditions and Instructions". In the event that any portion of the RFP is modified based upon the additional information or clarifications asked for, the Town shall issue a formal written amendment to the original RFP.

**Vivian Mendez, Town Clerk, CMC  
Town of Lake Park, Florida  
Published on: June 26, 2016, Palm Beach Post**

## ***GENERAL CONDITIONS AND INSTRUCTIONS***

The Town of Lake Park desires to engage the services of a Tennis Professional to direct and oversee the operations and maintenance of the Lake Park Tennis Center located at 701 Lake Shore Drive, Lake Park, Florida 33403. This will include the responsibility for the operation of the Lake Park Tennis Center; the fiscal management of the Tennis Center to be coordinated with the Finance Department; scheduling the use of tennis courts for individual and league play; offering individual, and group tennis lessons; and the supervision of the Tennis Professional's contracted employees.

The Tennis Professional will be expected to offer quality tennis instruction for individuals and groups, schedule league play, and operate and promote the general use of the Lake Park Tennis Center's facilities.

All the duties and responsibilities set forth as part of this solicitation shall be performed by the Tennis Professional and are subject to the [advice and direction of the Special Events Director, excluding the fiscal management of the Tennis Center which shall be the responsibility of the Town's Finance Department. Although the Tennis Professional will have oversight of and responsibility for the day-to-day operations of the Lake Park Tennis Center, the Town of Lake Park reserves the right to determine whether the Tennis Professional's performance of the criteria set forth in this solicitation meets the Town of Lake Park's expectations. In addition, the Special Events Director reserves the right to establish and/or modify standards for the quality of any service or product provided under this solicitation.

The Town of Lake Park operates two sets of tennis courts. The two (2) Kelsey Park Tennis Courts are designated for unlimited public use on a first come first serve basis. The four (4) Lake Shore Park Tennis Courts and the [Lake Park Tennis Center are the tennis courts which are to subject this solicitation.

ACCEPTANCE OR REJECTION OF RFP The Town of Lake Park reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this RFP including, but not limited to, deadlines for submission, the submission requirements, and the Specification/Scope of Work. The Town further reserves the right to reject any or all submittals, or cancel or withdraw this RFP at any time. The award of contract is dependent upon the negotiation of a mutually acceptable contract between the Town Manager and the successful Tennis Professional.

ADDITIONAL INFORMATION Each Tennis Professional shall examine all parts of the RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. The Town of Lake Park shall not be responsible for oral interpretations given by any Town employee, representative, or others as to the contents of the RFP. No plea of ignorance by the Tennis Professional of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Tennis Professional to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract will be accepted as a basis for varying the requirements of the Town of Lake Park or the compensation to the Tennis Professional. Any inquiries, suggestions, or requests concerning interpretation,

clarification, or additional information pertaining to this RFP must be submitted by 1:00 P.M. Eastern Time on July 5, 2016 to:

Vivian Mendez, CMC  
Town Clerk  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403-2603  
Telephone: (561) 881-3311  
Facsimile: (561) 881-3314

The RFP title and number, Tennis Professional's name, address, phone number, and facsimile number must be referenced on all such correspondence. Should any questions or responses require revisions to the specifications as originally published, such revisions shall be by formal amendment only. Any questions regarding this RFP should be in writing (including email) and must be directed to the Town Clerk. The questions and answers to same shall be provided to all Tennis Professionals who have submitted a proposal.

The issuance of a formal written amendment is the only official method whereby interpretation, clarification, or additional information will be given. If any amendments are issued to this RFP, the Town will attempt to notify all prospective Tennis Professional who have secured same; however, it shall be the responsibility of each Tennis Professional, prior to submitting their RFP, to contact the Town of Lake Park to determine if an amendment was issued and make such amendment a part of their proposal.

ASSIGNMENT The successful Tennis Professional shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior express written consent of the Town.

TENNIS PROFESSIONAL CERTIFICATION Submission of a signed proposal is the Tennis Professional's certification that the Tennis Professional will accept any awards made to him/her as a result of said submission and to the terms contained therein.

PROPOSAL WITHDRAWAL No proposal can be withdrawn after it is filed unless the Tennis Professional makes his/her request in writing to the Town Clerk prior to the time set for the opening of proposals, or unless the Town fails to award a contract within ninety (90) days after the date fixed for opening proposals.

TENNIS PROFESSIONAL'S RESPONSIBILITY Before submitting the proposal, each Tennis Professional shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the Town that the Tennis Professional will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Tennis Professional from his/her obligation to comply in every detail

with all provisions and requirements of the RFP or the contract once it is awarded.

EXCEPTIONS TO SPECIFICATIONS Failure to indicate any exceptions shall be interpreted as the Tennis Professional's intent to fully comply with the specifications as written.

EXPENSES INCURRED IN PREPARING PROPOSAL The Town accepts no responsibility for any expenses incurred by the proposer in the proposal's preparation and presentation; *such expenses are to be borne exclusively by the Tennis Professional.*

INSURANCE Prior to execution of the contract by the Town, the Tennis Professional must obtain all insurance required under this paragraph and submit same to the Town for approval. The required insurance must include the following coverage and minimum limits of liability:

a. **WORKERS' COMPENSATION INSURANCE** for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors. EMPLOYERS LIABILITY limits are required to be not less than \$1,000,000.00 EACH ACCIDENT; \$1,000,000.00 DISEASE-POLICY LIMIT; AND \$1,000,000.00 DISEASE-EACH EMPLOYEE.

b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of \$1 million, Per Occurrence, Premises and Operations, Independent contractors, Products and Completed Operations, Personal and Advertising Injury, and including evidence of coverage limits for Abuse and Molestation of no less than \$1 million. \$2 million aggregate.

LATE RFP REJECTION The Town of Lake Park is not responsible for the delivery of any proposal. All proposals received by the Town Clerk after the time stated in the RFP, shall be returned unopened, and will not be considered for award.

LAWS AND REGULATIONS It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all local, State and Federal laws and regulations.

LICENSES AND REGISTRATIONS The Tennis Professional shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Palm Beach County, the Town of Lake Park, or the State of Florida. Every proposer submitting a proposal must include a copy of its Business Tax Receipt or a written statement on company letterhead indicating the reason a Business Tax Receipt is not necessary. Lake Park, Florida-based businesses are required to obtain a Lake Park Business Tax Receipt to conduct business within the Town. Proposers residing or based in another State or municipality, but maintaining a physical business facility or representative in Lake Park, may also be required to obtain such Business Tax Receipt from their own local government entity and from the Town of Lake Park. For information specific to Lake Park Business Tax Receipts please call the Lake Park Community Development Department at (561) 881-3318.

**PUBLIC ENTITY CRIMES** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal.

**RELATION OF TOWN** It is the intent of the parties hereto that the successful Tennis Professional shall be legally considered an independent contractor and that neither he/she nor his/her employees shall, under any circumstances, be considered servants or agents of the Town, and that the Town shall be at no time legally responsible for any negligence on the part of said successful Tennis Professional, his/her servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

## **1.0. INTRODUCTION TO REQUEST FOR PROPOSALS**

### **1.1. Invitation**

Thank you for your interest in this Request for Proposal ("RFP") process. The Town of Lake Park ("Town"), through its Town Clerk invites responses ("Proposals") which offer to provide the services described in greater detail in Section 2.0: Specifications/Scope of Work.

### **1.2. Term of Contract**

The respondent(s) ("Proposer") selected to provide the services requested herein ("Tennis Professional") shall be required to engage in a contract with the Town, which shall include, but not be limited to, the following terms:

A. The initial term of the contract awarded shall be for one (1) year from the effective date of the contract and by mutual consent of the parties.

B. The Town shall have the option to extend the initial term of the contract for two (2) additional one (1) year periods, at its sole discretion and on the same terms and conditions. If the Town, in its sole discretion determines that it wants to extend the term of the contract, the Tennis Professional will be given at least ninety (90) days prior written notice.

### **1.3. Business Objective**

The Town, a municipal corporation of the State of Florida, is seeking the services of a qualified and experienced Tennis Professional for the provision of Tennis Center Management and Maintenance Services, on behalf of the Special Events Department.

### **1.4. Deadline for Request for Additional Information/Clarification**

Any request for additional information or clarification must be submitted in writing **no later than 1:00 P.M. Eastern Time on July 5, 2016**. Proposers may fax or mail their requests for additional information/clarification to the attention of the Town Clerk, Town of Lake Park, 535 Park Avenue, Lake Park, Florida 33403-2603. The facsimile number is (561) 881-3314. The request must contain the RFP number and title, Tennis Professional's name, address, phone number, and facsimile number referenced on the request.



**1.5. Additional Information/Clarification**

The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal submission deadline. Tennis Professional should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum or addenda to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

**1.6. Execution of the Contract**

The contract will be negotiated and executed between the successful Tennis Professional and the Town.

**1.7. Unauthorized Work**

The successful Tennis Professional shall not begin working until the contract has been fully executed by both parties.

**1.8. Instructions**

Careful attention must be given to all requested items contained in this RFP. Tennis Professional must submit proposals in accordance with the requirements of this RFP. Please read the entire solicitation before submitting a proposal.

This entire set of documents constitutes the RFP. The Tennis Professional must submit these documents with all information necessary for the Town to properly analyze the Tennis Professional's response in total and in the same order in which it was issued. The Tennis Professional's notes, exceptions, and comments may be submitted as an attachment, provided the same format of this RFP text is followed. All proposals shall be submitted in a sealed envelope with the Tennis Professional's name, RFP name, number, and opening date, clearly stated on the outside of the envelope.

The Tennis Professional must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity.

**1.9. Changes / Alterations**

The Tennis Professional may change or withdraw a proposal at any time prior to the proposal submission deadline; however, no oral modifications will be allowed.

**1.10. Contractual Staff Employees**

A contractual staff employee is an individual or individual contracted by the Tennis Professional to assist in the performance of services required under this RFP. Contractual staff employees shall be paid by the Tennis Professional and not paid by the Town. Contractual staff employees are allowed by the Town to perform any of the services delineated within this RFP. Tennis Professional must clearly reflect in his/her proposal any contractual staff employee to be utilized in the performance of the required services. The Town retains the right to accept or reject any contractual staff employee proposed in the response of successful Tennis Professional or prior to the execution of the contract. Any and all liabilities regarding the use of a contractual staff employee shall be borne solely by the successful Tennis Professional and insurance for each

contractual staff employee must be maintained in good standing and approved by the Town throughout the duration of the contract. Neither successful Tennis Professional nor any of his/her contractual staff employees are considered to be employees of the Town. Failure to list all contractual staff employees and provide the required information may disqualify any proposed contractual staff employee from performing work under this awarded contract.

Tennis Professional shall include in the proposal the requested contractual staff employee information and include all relevant information required of the Tennis Professional. In addition, within five (5) working days after the identification of the award to the successful Tennis Professional, the successful Tennis Professional shall provide a list confirming the contractual staff employees that the successful Tennis Professional intends to utilize in the contract; if applicable. The list shall include, at a minimum, the name, location of the place of business for each contractual staff employee, the services contractual staff employees will provide relative to the contract, any applicable licenses, references, ownership, and other information required of Tennis Professional.

#### **1.11. Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the Town Clerk's Office. Should it be necessary, a written addendum will be incorporated into the RFP. The Town will not be responsible for any oral instructions, clarifications, or other communications other than the original RFP or any written addenda.

#### **1.12. Disqualification**

The Town reserves the right to disqualify proposals before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Tennis Professional.

#### **1.13. Acceptance or Rejection of Proposals**

The Town reserves the right to waive any immaterial defect or informality in any proposals or to reject any or all proposals in whole or in part, or to reissue an entirely new Request for Proposals.

#### **1.14. Proposal Receipt**

Sealed Proposals shall be accepted in accordance with the instructions detailed in the "Legal Notice" of this RFP. After that date and time, proposals will no longer be accepted. The Tennis Professional shall file all documents necessary to support his/her proposal and shall include them with his/her proposal. Tennis Professional shall be responsible for the actual delivery of proposals during the business hours of 8:30 A.M. to 5:00 P.M. Eastern Time to the exact address indicated on the "Legal Notice" and in the RFP. **Proposals that are not received by the deadline established in the RFP shall not be accepted or considered by the Town.**

#### **1.15. Capital Expenditures**

The successful Tennis Professional understands that any capital expenditures that the successful Tennis Professional makes, in order to perform the services required by the Town in this RFP, is a business risk which the Tennis Professional may include in its proposed price. The Town,

however, is not and shall not pay or reimburse any capital expenditures or any other expenses incurred by any Tennis Professional in anticipation either of a contract award or to maintain the approved status of the successful Tennis Professional if a contract is awarded.

## **2.0. SPECIFICATIONS / SCOPE OF WORK**

### **2.1 Background Information**

The Town is soliciting proposals from a qualified and experienced Tennis Professional or Professionals to direct and oversee the operations and maintenance of the Lake Park Tennis Center located at 701 Lake Shore Drive, Lake Park, Florida 33403. This will include assuming primary responsibility for the operation of the Lake Park Tennis Center, to include fiscal management coordinated with the Special Events Department, scheduling of tennis courts, offering of individual and group tennis lessons, scheduling league play, and supervision of the Lake Park Tennis Center's facilities and the Tennis Professional's contracted staff.

The Town operates under a Town Commission/Town Manager form of municipal government and provides the following services as authorized by its Charter: public works (streets, urban beautification, trees), community development (economic development, planning-zoning, building inspections), sanitation, parks, culture-recreation, stormwater control, public improvements, a public library, and general administrative services. The Town's estimated population is 8,314 (US Census 2012 estimate).

### **2.2 Responsibilities Of The Tennis Professional – Town of Lake Park Tennis Center Management:**

The Tennis Professional agrees to assume primary responsibility for the operation of the Lake Park Tennis Center, including fiscal management coordinated with the Special Events Department, scheduling of tennis courts, providing individual, and group tennis lessons, scheduling league play, and supervision of the Lake Park Tennis Center's facilities and the Tennis Professional's contracted employees. Further, the Tennis Professional's responsibilities shall be carried out as follows:

- The Tennis Professional must be a United States Professional Tennis Association (USPTA) member, and must be certified as a USPTA Professional.
- The Tennis Professional shall provide the amount of qualified staff necessary to support the amount of programming offered.
- Direct and manage the operation of the Lake Park Tennis Center and shall maintain and manage a schedule for the use of the tennis courts.
- Fiscally manage the Lake Park Tennis Center in coordination with the Town Finance Department.
- Establish the rates for individual and group tennis lessons, and league play.

- Schedule use of the Lake Shore Park tennis courts and provide private tennis lessons and schedule league play.
- Provide the Special Events Director with a monthly schedule within one week of the next month. Any time there are weekly or daily changes to the schedule, the Tennis Professional will provide the Special Events Director with as much written advance notice as possible.
- Supervise the Lake Park Tennis Center operations and any tennis contractual staff employees.
- Provide quality tennis instruction for individuals or groups and promote general league play.
- Coordinate two annual fundraising tournaments, in cooperation with the Special Events Director, the net proceeds of which will be deposited as a revenue to the Recreation Department budget to be used for purchase of materials and equipment for the maintenance of the tennis courts.
- Schedule free tennis lessons per week up to five one hour lessons per week, for a minimum of one hour, for Lake Park children (with proof of residency) between the ages of 6 and 16. During the school year, the lessons will be conducted after school. During the summer, the timing of the scheduling of the weekly free tennis lesson will be at the discretion of the Tennis Professional.
- Coordinate and schedule two half day tennis events for the Lake Park summer camp program.
- Maintain an office schedule comprising a minimum of ten (10) hours per week for administrative functions and duties.
- Tennis Center Hours of Operation:
  1. Open every day throughout the year, weather permitting, at hours which are consistent with tennis industry practices and the community's needs, except for Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Day.
  2. Tennis Center is, at a minimum, to be accessible to the public from 8:00 a.m. to 10:00 p.m.
- Court Schedule: At all times, a minimum of two (2) courts will be available for general public use. This schedule may be revised from time to time by the Town of Lake Park.
- Provide all equipment, which includes balls, ball machines, racquets and any other necessary equipment, required to conduct lessons, and league play.
- Secure and maintain all licenses necessary to do business in Palm Beach County, Florida, the Town of Lake Park, and the State of Florida, and other operations

provided by the Tennis Professional at the Tennis Center. All licenses and permits are to be obtained at the Tennis Professional's expense.

- PAYMENT OF ANY AND ALL PERTINENT FEDERAL, STATE, OR LOCAL SELF-EMPLOYMENT, WORKERS' COMPENSATION OR INCOME TAXES, OR OTHER ASSESSMENTS LEVIED BY GOVERNMENTAL AUTHORITIES ON ANY MONIES EARNED AS A RESULT OF THE TENNIS MANAGEMENT SERVICES CONTRACTUAL RELATIONSHIP WITH LAKE PARK, THE TOWN OF LAKE PARK IS TO BE REIMBURSED FOR ANY CLAIM OR ASSESSMENT, INCLUDING INTEREST AND PENALTIES, BY ANY TAXING AUTHORITY ARISING OUT OF CONTRACTOR'S FAILURE TO FULFILL THE FOREGOING RESPONSIBILITIES.

#### **2.2.1 Responsibilities of Town Staff:**

1. The Town of Lake Park staff shall:
  - Enforce Town rules and regulations.
  - Promote and coordinate town sponsored tennis programs.
  - Promote the facilities and recreational opportunities of the Lake Park Tennis Facility, including tennis teaching services through the distribution of an annual brochure, flyers, news releases and other media sources as available.

#### **2.3 Responsibilities of the Tennis Professional – Maintenance Services:**

Maintenance: All maintenance (internal/external/minor) of the Lake Park Tennis Center is the responsibility of the Tennis Professional. All tools, materials, and equipment for the Tennis Center maintenance will be the sole responsibility of the Tennis Professional. Maintenance duties include:

1. All six (6) tennis courts shall have the leaves removed (preferably with the use of a leaf blower) on a daily basis.
2. Picking up, by the end of each day, all the trash and tennis balls lying around.
3. Zip-tying and/or replacing the windscreen or nets that have become loose or have ripped.
4. Unlocking all gates in the morning and locking all gates at night.
5. Inspecting the Tennis Center for maintenance or repairs once per week and making the Special Events Director aware of any maintenance issues which fall under Section 2.3.1 below.

#### **2.3.1 Responsibilities of the Town of Lake Park – Maintenance Services:**

1. Water and sewer, trash collection, telephone, internet, and cable television service costs are paid by the Town of Lake Park.
2. Major repairs and capital improvements will be provided by the Town of Lake Park including:
  - a. Fencing repairs
  - b. Light fixture repair

- c. Repair and maintain the irrigation system for the tennis courts
- d. Pressure wash concrete and canopies twice per year
- e. Maintaining clean and presentable restrooms.

## **2.4 Management Compensation:**

The Tennis Professional's direct earned revenues from operation of the Tennis Center will be limited to private lessons, and league play.

The Tennis Professional is not entitled to any benefits provided by the Town of Lake Park to its employees, which include but are not limited to workers' compensation insurance, health insurance, unemployment compensation insurance, and pension plan coverage.

## **3.0. GENERAL TERMS AND CONDITIONS**

### **3.1. Acceptance/Rejection**

The Town reserves the right to accept or reject any or all proposals or to select the Tennis Professional whose selection, in the opinion of the Town, will be in the best interest of and/or the most advantageous to the Town. The Town also reserves the right to reject the proposal of any Tennis Professional who has previously failed to properly perform under the terms and conditions of the contract of a similar nature, and who is not in a position to perform the requirements as defined in this RFP.

Additionally, the Town reserves the right to reject any proposal if an investigation reveals conflicting information with that which was submitted by Tennis Professional. The Town further reserves the right to waive any irregularities and technicalities and may, at its discretion, withdraw and/or re-advertise the RFP.

### **3.2. Occupational Safety and Health Administration (OSHA):**

The successful proposer warrants that the services provided to the Town of Lake Park shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the successful Tennis Professional responsible for same.

### **3.3. Liability, Insurance, Licenses, Permits:**

Where the successful Tennis Professional is required to enter or go onto the Town of Lake Park property to deliver goods, materials, or perform work or services as a result of an RFP award, the successful Tennis Professional will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Local, Palm Beach County and the Town of Lake Park ordinances, orders, codes, laws, rules, regulations, directives, and guidelines. The successful Tennis Professional shall be liable for any

damages or loss to the Town of Lake Park occasioned by negligence of the successful Tennis Professional or any person the successful Tennis Professional has designated in the completion of the contract as a result of the proposal of this RFP.

### **3.4 Default/Failure to Perform:**

The Town of Lake Park shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Tennis Professional to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Tennis Professional to meet any terms of this Request for Proposal submittal, related agreement, and work authorization(s) the Town of Lake Park will provide the successful Tennis Professional three (3) days (Fridays, Saturdays, Sundays and Town observed Holidays excluded) to remedy the default. Failure on the successful Tennis Professional's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Town of Lake Park notifying in writing the successful Tennis Professional of its intentions and the effective date of the termination. The following shall constitute default:

- Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities, and personnel as identified and set forth, and to the degree specified in the contract.
- Failure to begin the work under this contract within the time specified.
- Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure timely delivery of services.
- Becoming insolvent, being declared bankrupt, or committing an act of bankruptcy or insolvency, or making an assignment renders the successful Tennis Professional incapable of performing the work in accordance with and as required by the contract.
- Failure to comply with any of the terms of the contract in any material respect.
- Failure to pay contractual personnel, or others pursuant to work done under this contract.

In the event of default of a contract, the successful Tennis Professional shall pay the entire Town of Lake Park's attorney's fees and court costs incurred in collecting any damages. To the extent of a conflict with this provision and the contract the successful Tennis Professional enters into the terms and conditions of the contract shall control.

### **3.5 Legal Requirements**

This RFP is subject to all applicable Federal, State, County, and local laws, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Tennis Professional shall in no way be cause for relief from responsibility.

### **3.6. Business Tax Receipt Requirement**

Any Tennis Professional with a business location in the Town, who submits a proposal under this RFP, shall meet the Town's Business Tax Receipt requirements. Tennis Professional with a business location outside the Town of Lake Park shall meet their local Business Tax Receipt requirements. A copy of the Business Tax Receipt must be submitted with the proposal; however, the Town may at its sole option and in its best interest allow the Tennis Professional to supply the Business Tax Receipt to the Town during the evaluation period, but prior to award.

### **3.7. Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a proposal non-responsive. A responsible Tennis Professional is one that has the capability in all respects to fully perform the requirements set forth in the Proposal, and that has the integrity and reliability, which will assume good faith performance.

### **3.8. Employees are the Responsibility of the Successful Tennis Professional**

All employees of the successful Tennis Professional shall be considered to be, at all times, the sole employees of the successful Tennis Professional under its sole direction and not an employee or agent of the Town. The successful Tennis Professional shall supply competent and capable employees. The Town may require the successful Tennis Professional to remove an employee the Town deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment under this contract is not in the best interest of the Town. Each employee shall have and wear proper identification.

All the services required herein shall be performed by the successful Tennis Professional and all personnel engaged in performing the services shall be fully qualified to perform such services.

All personnel of the successful Tennis Professional must be covered by Workers' Compensation, unemployment compensation, and liability insurance, a copy of which is to be provided to the Town.

### **3.9. Advertising and Promotions:**

The Town of Lake Park may promote the services of the Tennis Professional using the Tennis Professional's name in any advertising or promotion. The Town of Lake Park logo will appear on all promotional and advertising materials. The cost of advertising for promotion promulgated by the Town of Lake Park will be paid for by the Town of Lake Park. The Tennis Professional will be authorized to advertise and promote the Tennis Professional's services offered under this contract at the Tennis Professional's expense.



### **3.10 Collusion**

The Tennis Professional, by submitting a proposal, certifies that its proposal is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a proposal for the same services, or with the Town's initiating Department. The Tennis Professional certifies that its proposal is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and Code of Ethics laws. The Town will investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all Proposals where collusion may have occurred.

## **4.0. SPECIAL PROVISIONS OF PROPOSED CONTRACT**

### **4.1. Authorization**

Upon authorization of the Town Commission, the Town Manager or his designee shall negotiate all aspects of the contract with the successful Tennis Professional. The Town Attorney's Office will provide assistance to the Town Manager or his designee during the negotiation of the contract and must approve the contract as to legal form and correctness prior to the Town Commission's authorization for the execution of the contract by the Town Manager. The contract shall comply with all applicable laws.

### **4.2. General**

The contract shall address, but not be limited to, the following terms and conditions:

#### **4.2.1. Assignment of Contract**

The Successful Proposer shall not assign any portions thereof, or any part of its operations, without written permission granted by the Town through the Town Manager, in the Town's sole discretion.

#### **4.2.2. Audit Rights and Records Retention**

The successful Tennis Professional agrees to provide access to the Town, or any of its duly authorized representatives, to any books, documents, papers, and records of the Tennis Professional which are directly pertinent to this contract, for the purpose of audit, examination, excerpts, and transcriptions.

#### **4.2.3. Duty to Update Records:**

It shall be the responsibility of any individual contracted by the Town of Lake Park for any type(s) of work to notify the Town of Lake Park promptly of any substantive amendment to the information provided in this Request for Proposal package submittal, as well as to update that information on an annual basis.

#### **4.2.4 Cancellation**

The Town of Lake Park reserves the right to cancel this contract by written notice to the successful Tennis Professional effective the date specified in the notice, and the following will apply:

- The successful Tennis Professional is determined by the Town of Lake Park to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to the Town of Lake Park. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract. The successful Tennis Professional waives any claims to the same.
- The Town of Lake Park has determined that such cancellation will be in the best interest of the Town of Lake Park to cancel the contract for its own convenience.

#### **4.2.5. Compliance with Orders and Laws**

The successful Tennis Professional shall comply with all local, State, and Federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

**4.2.5.1 Occupational, Safety and Health Act (OSHA)**, as applicable to this RFP.

**4.2.5.2 The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.**

**4.2.5.3 Americans with Disabilities Act of 1990**, as amended.

**4.2.5.4 National Institute of Occupational Safety Hazards (NIOSH)**, as applicable to this RFP.

The law of the State of Florida shall govern the contract between the Town of Lake Park and the successful Tennis Professional, and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney's fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

#### **4.2.6. Conflict of Interest**

If any individual member of a proposing firm, or an employee of a proposing firm, or an immediate family member of the same is also a member of any board, Commission, or agency of the Town, that individual is subject to conflict of interest. No official or employee shall enter into any contract or other transaction for goods or services with their respective county or municipality. This prohibition extends to all contracts or transactions between the county or municipality as applicable or any person, agency or entity acting for the county or municipality as applicable, and the official or employee, directly or indirectly, or the official or employee's outside employer or business. Any such contract, agreement, or business arrangement entered into in violation of this subsection may be rescinded or declared void by the board of county commissioners pursuant to section 2-448(c) or by the local municipal governing body pursuant to local ordinance as applicable. A copy of the Town of Lake Park, Palm Beach County, and State Ethics Codes is available at the Town Clerk's Office, 535 Park Avenue, Lake Park, FL 33403.

#### **4.2.7. Indemnification/Hold Harmless Agreement**

The successful Tennis Professional shall agree to indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the successful Tennis Professional to comply with any of the requirements specified within the contract, or the failure of the Successful Tennis Professional to conform to statutes, ordinances, or other regulations or requirements of any successful Tennis Professional expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of successful Tennis Professional, or any of its contractual staff, if applicable and as provided above, for which the successful Tennis Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws.

#### **4.2.8. Insurance**

Within ten (10) days after notification of award, the successful Tennis Professional shall furnish Evidence of Insurance to the Town Clerk, who shall in turn submit it to the Human Resources Director as the Town's Risk Manager.

Execution of a contract is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this RFP, the successful Tennis Professional shall be verbally notified of such deficiency and

shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the successful Tennis Professional fails to submit the required insurance documents in the manner prescribed in this RFP, within fifteen (15) calendar days after the successful Tennis Professional has been made aware of Commission award, the successful Tennis Professional may be in default of the contractual terms and conditions. Under such circumstances, the successful Tennis Professional may be prohibited from submitting future Proposals to the Town. Information regarding any insurance requirements shall be directed to the Human Resources Director as the Town's Risk Manager, at (561) 881-3310. Additionally, successful Tennis Professional may be liable to the Town for the cost of re-procuring the services, caused by successful Tennis Professional's failure to submit the required documents.

#### **4.2.9. Proposer's Warranty**

Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein.

#### **4.2.10 Lobbying:**

All firms are hereby placed on notice that the Town Commission, Selection Committee, and Staff do not wish to be lobbied, either individually or collectively about the project for which the firm has a submitted proposal. During the process from the proposal publish date to Town Commission selection, individuals or its agent shall not contact any member of the Town Commission, employee of the Town of Lake Park, or member of the Selection Committee in reference to this proposal, with the exception of the Town Clerk or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of contract

#### **4.2.11 Inspector General:**

In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

#### **4.2.12 Inquiries/Request for Clarification:**

All questions about the meaning or intent of the RFP Documents must be directed, in writing, to the Town Clerk's Office, as provided in the advertisement/Request for Proposal. Questions received after December 31, 2013 shall not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries, addendums, and request for clarifications will be posted on [www.demandstar.com](http://www.demandstar.com) and on the [Town of Lake Park's website www.lakeparkflorida.gov](http://www.lakeparkflorida.gov). Demandstar will automatically notify all plan holders of any inquiries, addendums, and request for clarifications once posted by the Town of Lake Park.

## **5.0. INSTRUCTIONS FOR SUBMITTING A PROPOSAL**

The following information and documents are required to be provided with Tennis Professional's Response to this RFP. Failure to do so may deem the Proposal non-responsive.

### **5.1. Instructions to Tennis Professional**

The purpose of this RFP is to hire a qualified and experienced Tennis Professional USPTA certified Professional 1 member.

Throughout this RFP, the phrases "must" and "shall" will denote mandatory requirements. Any Tennis Professional's proposed system that does not meet the mandatory requirements is subject to immediate disqualification.

When responding to this RFP, all Tennis Professional shall adhere to the guidelines defined below. Any and all proposals that do not follow the prescribed format are subject to immediate disqualification.

#### **5.1.1. Submission Requirements**

### **PROPOSAL FORMAT**

The following documentation shall be included as a minimum in the proposal submission

Instructions to Tennis Professional: Tennis Professional should carefully follow the format and instructions outlined below, observing format requirements where indicated. Proposals must contain the information itemized below and in the order indicated. This information must be provided for the Tennis Professional and to be utilized for the work contemplated by this RFP. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. The Tennis Professional must submit one (1) original and three (3) copies of your Proposal.

***The response to this solicitation shall be presented in the following format. Failure to do so may deem the proposal non-responsive.***

#### **1. Cover Page**

The cover page must include the Tennis Professional's name; Contact Person for the RFP; Primary Office Location; Local Business Address, if applicable; Business Phone and Fax Numbers; Title of RFP; RFP Number.

## **2. Table of Contents**

The table of contents must outline, in sequential order, the major sections of the Proposal as listed below, including all other relevant documents requested for submission. All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

## **3. Executive Summary**

A signed and dated summary of not more than two (2) pages containing Tennis Professional's overall qualifications and experience, and ability and capability to perform required services must be contained in the submittal. Tennis Professional must include the name of the organization, business phone and contact person and provide a summary of the work to be performed by the Tennis Professional.

## **4. Tennis Professional's Qualifications and Experience**

- a) **Describe** the Tennis Professional's organizational history, including years the Tennis Professional and has been in business providing a similar service(s), and indicate whether the Town has previously awarded any contracts to the Tennis Professional.
- b) **Provide** a list of not less than three (3) references within the past five (5) years for whom similar services were performed. Include the overall value of the contract, the term of the contract, and include the address, phone number(s) and contact persons within each organization. The Town reserves the right to contact any reference as part of the evaluation.
- c) **Provide** copies of resumes.
- d) **Provide** evidence that the Tennis Professional must be a current United States Professional Tennis Association (USPTA) member and must be certified as a USPTA Professional.
- e) **Provide** current licenses necessary to do business in Palm Beach County, Florida; Town of Lake Park; and the State of Florida.

## **5. Ability and Capability to Perform Required Services**

- a) **Provide** a tentative schedule for types of programs offered.
- b) **Establish** and post at the tennis center the rates for individual and group tennis lessons, and league play.
- c) **Describe** the process of how you will engage the community to participate in these programs.
- d) **What** types of equipment will the Tennis Professional provide to perform required services.
- e) **Briefly** describe fundraising tournament ideas.

## **6. License Fee**

a) In exchange for the right to give private tennis lessons, And to conduct tennis programs at the Tennis Center, the Tennis Professional will provide the Town will an annual license fee of \_\_\_\_\_ to be payable to the Town in equal monthly installments, such installments to be due and paid to the Town on the first day of each month. There will be a 3 percent escalation clause for each of the two one year renewals.

### **5.2. Response Format**

**One (1) original and three (3) copies of the complete Proposal must be submitted to:**

Vivian Mendez, CMC  
Town Clerk  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403-2603

Responses must be sealed and clearly marked on the outside of the package referencing:

- **RFP NO.: 103-2016 - TENNIS CENTER MANAGEMENT AND MAINTENANCE SERVICES**
- **Name of Proposer; and**
- **RFP Opening Date**

**Responses received after that date and time will not be accepted and shall be returned unopened.**

**Proposals received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive.**

Proposals are to remain valid for at least 180 days. Upon award of a contract, the contents of the Proposal of the Tennis Professional may be included as part of the contract, at the Town's discretion.

Tennis Professional must provide a response to each issue. Proposals must be prepared in a concise manner with an emphasis on completeness and clarity.

**5.3. Evaluation Criteria:**

Proposals shall be evaluated based upon the following criteria and weight:

<b><u>CRITERIA</u></b>	<b><u>PERCENTAGE</u></b>	
Tennis Professional's Qualifications and Experience	20	%
License Fee Proposal Amount	35	%
Proposer's Ability and Capability to Perform Required Services	45	%
	<b>100</b>	<b>%</b>